

EXHIBIT M

12/5/2024

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Subject to Protective Order

Sy Choudhury

Page 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICHARD KADREY, et al.,)

)

Individual and)

Representative)

Plaintiffs,)

)

v.)

)

META PLATFORMS, INC.,)

)

Defendant.)

)

Case No. 3:23-cv-03417-VC

** HIGHLY CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER **

Videotaped Deposition of SY CHOUDHURY

San Francisco, California

Thursday, December 5, 2024

Reported Stenographically by
Michael P. Hensley, RDR, CSR No. 14114

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12/5/2024

Richard Kadrey, et al. v. Meta Platforms, Inc.
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Sy Choudhury

Page 100

1 had outreached to many different types of content
2 types, including literary types, as you would
3 describe it.

4 Q. And including copyrighted literary works;
5 right?

6 ATTORNEY HARTNETT: Object to form.

7 THE WITNESS: Our -- our outreach was not
8 specifically about copyrighted or uncopyrighted
9 literary works. It was to explore what was
10 available from different companies in a variety of
11 categories, which included everything from the
12 stickers we talked about all the way through to
13 textbooks.

14 BY ATTORNEY PRITT:

15 Q. Mm-hmm.

16 A. Both scientific and nonscientific, and
17 what you describe as literary works. Fiction, let's
18 say.

19 Q. Did your team not consider whether works
20 it was seeking to use in its training data was
21 copyrighted?

22 A. I'm sure that, as we engaged with every

12/5/2024

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Subject to Protective Order

Sy Choudhury

Page 101

1 partner, we -- the -- part of the conversation
2 would've been whether they had the rights to license
3 the data. And so if that incorporated the -- the
4 discussion of copyrights, it may have; right?

5 But in every deal that we do at some
6 point, if it -- if after the evaluation is
7 completed, that there is a decision to move forward,
8 clearly we need to -- we need to make sure and --
9 from a business perspective -- to make sure that the
10 licensor has the ability to, you know, truthfully
11 and lawful -- legally license the data.

12 Q. And you must have also considered whether
13 Meta had the right to use those copyrighted works;
14 correct?

15 ATTORNEY HARTNETT: Object to form.

16 THE WITNESS: We were working on
17 engagements, external engagements, to determine what
18 content was out there. It's our legal team that
19 focuses on how to use the content. I'm not a
20 lawyer.

21 BY ATTORNEY PRITT:

22 Q. So your legal team determines what content

12/5/2024

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Subject to Protective Order

Sy Choudhury

Page 102

1 goes into the training data for use in Meta's large
2 language models?

3 ATTORNEY HARTNETT: Objection to form.

4 THE WITNESS: I think our product and
5 engineering work with a large cross-functional team,
6 including legal; and so I'm not privy to those
7 discussions or decisions. I just know that the --
8 the parts that are about the -- the third-party
9 engagements and deals that we need to explore.

10 BY ATTORNEY PRITT:

11 Q. So what was your involvement,
12 specifically, in trying to license text training
13 data from publishers?

14 A. So in the spring of 2023, we were -- we
15 had outreach to many different companies for
16 different modalities of data, as I mentioned. One
17 of those was -- was textbooks. Let's call it
18 nonfiction, mostly STEM. And one of those was an
19 area of -- of fiction books. And so some of my team
20 members, you know, we -- we divided up some of the
21 work -- work we had to -- in order to just be
22 efficient.

12/5/2024

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Subject to Protective Order

Sy Choudhury

Page 103

1 And some of our -- my team members reached
2 out to companies in each category. Many of the --
3 you know, the -- the diaspora of companies reacted
4 in different ways. Everybody has different goals
5 and objectives of their company. It's not a
6 surprise in any of -- in any new work stream that
7 we're working on, when you reach out to a set of
8 type of companies, there are some companies who will
9 engage and some companies who won't.

10 And so -- yeah. That's the -- that was
11 the involvement in the spring of 2023.

12 Q. So that involvement was common, your
13 experience in terms of trying to license --

14 ATTORNEY HARTNETT: Objection to form.

15 THE WITNESS: The -- involvement was
16 common from the way we did the outreach?

17 BY ATTORNEY PRITT:

18 Q. Correct.

19 A. Yeah. It's -- yes, it's typical that you
20 have to reach out to a broader set of companies than
21 what you may end up engaging with.

22 Q. Mm-hmm.